

## **STADIUM SECURITY AGREEMENT**

This **STADIUM SECURITY AGREEMENT** (together with all renewals, replacements, modifications and amendments thereof, the “**Agreement**”) is made as of March 29, 2023, by and between the **BILLS STADIUM AND EVENTS COMPANY, LLC** a Delaware limited liability company having an office and principal place of business at One Bills Drive, Orchard Park, New York 14127 (“**StadCo**”) and the **COUNTY OF ERIE**, a New York municipal corporation having an office and principal place of business at 95 Franklin Street, Buffalo, New York 14202 (the “**County**” and, collectively with StadCo the “**Parties**”).

### **R E C I T A L S:**

**WHEREAS**, the Erie County Stadium Corporation, a New York business corporation and wholly-owned subsidiary of the New York State Urban Development Corporation d/b/a Empire State Development (the “**ECSC**”) is the owner of that certain stadium complex (the “**Stadium Complex**”) located in the Town of Orchard Park, New York on the land more particularly described on Exhibit A attached hereto; and

**WHEREAS**, contemporaneously with the execution of this Agreement, the ECSC and StadCo have entered into that certain stadium lease (the “**Stadium Lease**”) providing for the ECSC to lease the Stadium Complex to StadCo; and

**WHEREAS**, the Stadium Complex is located in the County of Erie and is subject to the jurisdiction of the Erie County Sheriff; and

**WHEREAS**, StadCo and the County each desire that all Stadium Events, as such term is defined in the Stadium Lease, be safe and occur in compliance with Applicable Law, as defined herein, to protect fans, players, employees, officials, and other persons, and to maximize the enjoyable experience of professional sports and other Stadium Events; and

**WHEREAS**, pursuant to the Stadium Lease, the County has agreed to provide Supplemental Security Services (as such term is defined herein) at the Stadium Complex during the Term (as defined in the Stadium Lease), with such services being expanded into all areas of the Stadium Complex, as may be required from time to time, all on the terms and conditions set forth in this Agreement; and

**WHEREAS**, StadCo has agreed to reimburse the County to offset the costs of the Supplemental Security Services; and

**WHEREAS**, the Parties understand that the NFL’s best practices for game day security (as such best practices may be updated from time to time) provide that the safety of fans, players, employees, officials, and other persons at the Stadium Complex is best accomplished with the presence of uniformed police officers; and

**WHEREAS**, the County desires to provide uniformed Erie County Sheriff’s personnel who will have the powers of police officers at the Stadium Complex in accordance with the terms and conditions hereinafter set forth, and StadCo desires to reimburse the County for the costs of such services.

**NOW, THEREFORE**, for one dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, StadCo and the County agree as follows:

1. **Recitals**. The recitals set forth above are true and correct and are incorporated into and made a part of this Agreement.

2. **Definitions**. All terms used but not defined in this Agreement have the meanings ascribed thereto in the Stadium Lease.

- a. **“CBA”**: That certain Community Benefits Agreement, executed contemporaneously with this Agreement, by and among StadCo, ECSC, and the County, which documents the commitments made by StadCo to ensure that the Stadium Complex will benefit not only the Buffalo Bills football team, but all segments of the local community, including the historically underserved communities within Erie County.
- b. **Force Majeure**: Any of the following events: strikes, lockouts, labor disputes, embargoes, fire, earthquake, flood, natural disaster, adverse weather conditions that cannot reasonably be anticipated, epidemic and/or pandemic (including, without limitation, COVID-19 or a similar public health emergency and resulting government action and/or social restrictions which may be imposed by any Governmental Authority), acts of God, war, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, threats of sabotage or terrorism, restraint by court order or order of any Governmental Authority and similar occurrence beyond the reasonable control of any Party which, in any event, are not a result of the acts or omissions of any Party, whether or not foreseeable. “Force Majeure” shall not include any Party’s financial inability to perform, economic hardship or inability to pay debts or other monetary obligations in a timely manner.
- c. **“Party”**: Any one of the County or StadCo.
- d. **“Police Officers”**: Any sworn police officers or peace officers.
- e. **“Police Officer Training”**: Training provided to Police Officers (as such term is defined herein) who will be providing the Supplemental Security Services. The training may be provided by the Erie County Sheriff, or by StadCo, or by both together; provided, however, that StadCo shall not be responsible for the consequences of any deficiencies of Police Officer Training not provided by StadCo. The curriculum must be reviewed and approved in advance by StadCo, such approval not to be unreasonably withheld, delayed or conditioned. Police Officer Training may take place at a location designated by the Erie County Sheriff or at a place designated by StadCo depending upon the party that is sponsoring the training session.

- f. “Sheriff’s Traffic Detail” Approximately 100 Erie County deputy sheriffs (as such deployment may be adjusted from time to time) who are assigned to traffic and crowd control details on the roads and walkways that adjoin the Stadium Complex and nearby roads, and such other services, such as ATV (all-terrain vehicle) patrols, and mounted patrols, as may be called upon from time to time in accordance with past practice. Deputy Sheriffs assigned to the Sheriff’s Traffic Detail may be Police Officers.
  
- g. “Supplemental Security Services”: Police services provided by the Erie County Sheriff’s office by Police Officers who are permanent or reserve Erie County Deputy Sheriffs. The Supplemental Security Services include, but are not limited to: (a) the development of a security plan that is prepared by the County in coordination with StadCo (the “Security Plan”); (b) the adoption from time to time by the County Department of Public Works in coordination with StadCo of official rules and regulations for the conduct of all persons who attend Stadium Events (the “Rules and Regulations”), which Rules and Regulations will, to the extent practicable, reflect the Fan Code of Conduct and the Security Plan; (c) taking reasonable steps to enforce any applicable laws and the Rules and Regulations, (d) patrolling designated zones within the Stadium Complex, outside and inside each stadium gate, stadium concourses, parking lots, restrooms, field level and other areas, as provided for in the Security Plan and as may be deemed appropriate by the Sheriff under the circumstances, in conjunction with other non-law enforcement security personnel, in order to enforce the applicable laws and the Rules and Regulations; (e) making arrests at the Stadium Complex, directly or in conjunction with other non-law enforcement security personnel; (f) making court appearances in connection with the Supplemental Security Services; and (g) attendance by Police Officers at Police Officer Trainings as set forth in Section 6(b) of this Agreement. The scope of the Supplemental Security Services to be performed at the Stadium Complex is summarized on Schedule A annexed to this Agreement; provided, however, that if the scope of Supplemental Security Services has not been determined by the Effective Date, the scope of Supplemental Security Services will be attached and incorporated by reference to this Agreement on the date approved in writing by each of the Parties. The Supplemental Security Services to be provided under this Agreement are in addition to the Sheriff’s Traffic Detail.

3. **Term.** This Agreement will be in effect from the date hereof until the Stadium Lease Expiration Date, unless terminated sooner in accordance with the terms of this Agreement (such period, the “Agreement Term”).

4. **Services.** During the Agreement Term, the County shall provide Supplemental Security Services at the Stadium Complex in connection with Home Games and those Stadium Events as may be requested by StadCo pursuant to the terms and conditions herein.

5. **Supervision and Staffing.**

- a. Control. All Police Officers employed by the County in connection with Stadium Events pursuant to this Agreement and the CBA will be under the command and control of the County. However, the County agrees to work cooperatively with StadCo and to observe reasonable requests for Supplemental Security Services made by StadCo in connection with the performance of the Supplemental Security Services at the Stadium, including but not limited to making, facilitating and/or coordinating arrests at the Stadium. StadCo likewise agrees to work cooperatively with the County and the Police Officers to facilitate the performance of the duties of the Police Officers.
- b. Minimum Staffing Requirement for Home Games. Subject to Section 14 of this Agreement, the County is expected to provide, in addition to the Sheriff's Traffic Detail, a minimum of one hundred twenty-eight (128) Police Officers for each Home Game (as such term is defined in the Stadium Lease) at the Stadium Complex. The Parties shall meet from time to time, but no less regularly than every three (3) years, to review minimum staffing needs and the County will make commercially reasonable efforts to provide additional Police Officers to meet any needs for additional Supplemental Security Services made by StadCo so long as adequate notice is provided.
- c. Minimum Staffing Requirements for Stadium Events that are not Home Games. At least thirty (30) days prior to a Stadium Event that is not a Home Game, StadCo shall notify the Sheriff of the need for Police Officers at such an event. For such an event or, at the election of StadCo, any Pre-Season Games (as such term is defined in the Stadium Lease), StadCo reserves the right to establish a staffing level that is below the minimum of one hundred and twenty-eight (128) Police Officers that are to be made available for a Home Game.
- d. Locations; Roster. The County shall deploy the Police Officers throughout the Stadium Complex in accordance with the deployment plan (the "Deployment Plan") annexed to this Agreement as Schedule B; provided, however, that if the Deployment Plan has not been determined by the Effective Date, the Deployment Plan will be attached and incorporated by reference to this Agreement on the date that it is approved in writing by each of the Parties. Any change, modification or amendment to the Deployment Plan shall be in accordance with the terms and conditions of this Agreement as the same may be agreed by StadCo, the Sheriff and the County or based upon the circumstances occurring at a Stadium Event. The County shall deliver to StadCo a complete roster of Police Officers scheduled to work at each Stadium Event at least five (5) days prior to the applicable event.
- e. Law Enforcement Coordinator. The County shall select a Law Enforcement Coordinator, whose responsibilities will include supervising all Police

Officers who provide Supplemental Security Services at the Stadium Complex. Such Law Enforcement Coordinator must be approved by StadCo (such approval will not be unreasonably withheld, delayed or conditioned) prior to the County's commencement of Supplemental Security Services and may be replaced by the County from time to time provided that such replacement is reasonably acceptable to StadCo. The County agrees that the Law Enforcement Coordinator shall work cooperatively with StadCo in connection with the performance of the Supplemental Security Services at the Stadium.

6. **Training; Attire; Behavior.**

- a. The County shall ensure that all Police Officers are duly deputized by the Erie County Sheriff and have full arrest powers at the Stadium Complex. During each year of the Stadium Lease, the County shall ensure that the Erie County Sheriff, or his/her/their designee, issues "oath cards" to all such Police Officers who are not full-time employees of the Erie County Sheriff's Department. The County shall ensure that the Erie County Sheriff, or his/her/their designee, files such oath cards with the Erie County Clerk's office each year.
- b. The County shall ensure that all Police Officers are familiar with the Rules and Regulations, Security Plan, and Fan Code of Conduct, and that all such Police Officers attend one or more Police Officer Training sessions. The County shall select employees who are of good character, competent, reliable, and who have been fully and properly trained.
- c. The Police Officers must wear Erie County Sheriff's uniforms or another uniform approved by the Sheriff that display the word "Police," "Deputy Sheriff," or such other law enforcement designation as the Parties may approve.
- d. The County shall use commercially reasonable efforts to ensure that Police Officers (1) are trained in appropriate law enforcement procedures applicable to the Stadium Event(s), (2) are familiar with all state and local laws and the Rules and Regulations applicable to the Stadium Event(s), (3) perform their duties in accordance with the law and Rules and Regulations, and (4) do not consume or use illegal substances, alcoholic beverages or smoke cigarettes, cigars or smoke or use other tobacco products while performing their duties.
- e. The County shall direct all Police Officers to diligently investigate and participate in the prosecution of any violation of the law or Rules and Regulations regarding any incident at a Stadium Event. In addition, the County shall use commercially reasonable efforts to make Police Officers reasonably available in any civil action involving a claim or incident that may have taken place at a Stadium Event.

7. **Compensation, Insurance and Reporting.**

- a. **Rates.** For the Supplemental Security Services provided pursuant to this Agreement, including the services of all Police Officers, including command and control officers who are assigned to the Stadium Complex, and the services of any law enforcement coordinator, StadCo shall compensate the County at the rates set forth in the fee schedule (the “**Fee Schedule**”) annexed to this Agreement as **Schedule C**”; provided, however, that if the Fee Schedule has not been determined by the Effective Date, the Fee Schedule will be attached and incorporated by reference to this Agreement on the date that it is approved in writing by the Parties. In addition to the rates of compensation specified in **Schedule C**, StadCo shall (i) reimburse the County for any and all employer’s payments that are required by state or federal law, including but not limited to Social Security Tax, FICA and Medicare Tax that are related to the Supplemental Security Services provided pursuant to this Agreement and (ii) make any payments (including any sales, use or other taxes imposed on the Supplemental Services) which may be required by Applicable Law. StadCo shall also reimburse the County at the rates set forth in the Fee Schedule for amounts paid to Police Officers for court time, but in no event less than three (3) hours per event.
- b. **Insurance Premium.** In addition to the payment for Supplemental Security Services provided for in **Section 7(a)** above, the County shall provide StadCo in advance of binding any commercial liability insurance policy with an estimate of the annual premium therefor, and StadCo shall reimburse the County for half of the cost, up to an annual maximum of \$250,000, of a commercial liability insurance policy (on an “occurrence basis”) that will indemnify the County for any losses incurred due to the actions or inactions of Police Officers engaged to perform duties under this Agreement. Such policy shall be in such amount and such policy limits as are adequate to maintain the County’s excess umbrella liability limits without gaps in coverage. StadCo will be named as an additional insured under this policy. The County shall provide to StadCo evidence of the existence of this policy and shall forward a copy of the premium statement to StadCo each Lease Year and StadCo shall promptly reimburse the County for half of the premium cost of such policy up to the maximum set forth above. Such policy must contain an endorsement specifying this Agreement as an “insured contract.” The County shall notify StadCo immediately (directly and also through their insurance broker) if the subject policy is cancelled, modified, or becomes subject to a reservation of rights. StadCo reserves the right to request and receive certified copies of the policies and/or endorsements referred to in this Agreement. All policies of insurance obtained pursuant to this Agreement must be written with carriers authorized to conduct business in the State of New York.

- c. Police Officers. The Parties agree that all Police Officers shall be deemed employees of the County for compensation purposes and not independent contractors of StadCo. The County shall compensate Police Officers for (i) attending the Police Officer Training, (ii) working shifts at Stadium Events, and (iii) working in connection with any Stadium Event. For shifts at Stadium Events, the County shall compensate each applicable Police Officer for the minimum number of three (3) hours per shift, even if the actual shift lasted for fewer hours of actual work. Such compensation will be inclusive of all applicable federal and state taxes. The County shall provide all worker's compensation, unemployment and health insurance coverage required by Applicable Law for County employees providing Supplemental Security Services under this Agreement. StadCo shall reimburse the County for the costs it incurs pursuant to this section in accordance with Section 7(a) above.
- d. Report Times; Entrance/Exit; Designated Work Areas. The County shall direct Police Officers to report to work at such times as may be specified by StadCo for arrival prior to any Stadium Event. The County shall direct Police Officers to enter and exit the Stadium Complex only at such locations or gates as are specified by StadCo. StadCo shall make reasonable arrangements for the parking of all official police vehicles used in connection with a Stadium Event and all private vehicles used by Police Officers who are assigned to a Stadium Event.

8. **Payments and Terms.**

- a. StadCo shall compensate the County for any Supplemental Security Services rendered by the County to StadCo under this Agreement no later than thirty (30) days from the date that such Supplemental Security Services are provided at any given Stadium Event, court appearance or Police Officer Training, as the case may be. The County shall send an invoice to StadCo in accordance with Section 13 of this Agreement within ten (10) Business Days after each date that Supplemental Security Services are provided. The County shall maintain a roster list with the name, employee number and hours worked for each Stadium Event. The County shall use a flat rate fringe calculation of 18.25%. In no event will the County's failure to present a written invoice within such ten (10) day period negate the responsibility of StadCo to make payment for the Supplemental Security Services within such thirty (30) day period. Notwithstanding any provision hereof to the contrary, if StadCo does not receive a written invoice within fourteen (14) Business Days after the date of the Supplemental Security Services, then the due date for the payment for such Supplemental Security Services will be extended to thirty (30) days from the presentation of the written invoice.
- b. If StadCo fails to pay the County in a timely manner, StadCo shall pay all collection expenses, including reasonable costs and attorneys' fees, regardless of whether or not suit is filed. If the County does not receive

payment within thirty (30) days after the date of the Supplemental Security Services, StadCo shall additionally pay interest in the amount of one- and one-half percent (1 ½%) per month as a finance charge on any and all late payments. StadCo may withhold disputed payments, and if a dispute is ultimately resolved in favor of the County, StadCo shall be liable for the amount of the payment, plus the finance charge described herein.

- c. Amounts payable by StadCo to the County pursuant to this Agreement do not constitute Additional Rent under the Stadium Lease Agreement and instead are a distinct and separate obligation of StadCo to the County.

9. **Indemnification.**

- a. To the fullest extent permitted by law, the County shall defend, indemnify, and hold harmless StadCo from and against any and all actions, claims, liabilities, damages, losses, and costs incurred by StadCo to any third party arising out of or resulting from an intentional act and/or negligent act, error, or omission by any Police Officer in connection with the Supplemental Security Services under this Agreement. Such indemnification shall include any judgments, settlements or awards, as well as any out-of-pocket costs and reasonable attorneys' fees incurred in the defense of such claims, as well as those incurred in the enforcement of the County's indemnification obligations under this Agreement, except to the extent caused by the negligence or willful misconduct of StadCo. This Agreement is not intended to hold the County liable for any act, misconduct, omission, loss or damage for which there is no legal liability to any third party.
- b. To the fullest extent permitted by law, StadCo shall defend, indemnify, and hold harmless the County from and against any and all actions, claims, liabilities, damages, losses, and costs incurred by the County to any third party arising out of or resulting from, or alleged to arise out of or result from, an intentional act and/or negligent act, error, or omission by any directors, officers, employees, agents, assigns, or independent contractors (other than any Police Officer in connection with the Supplemental Security Services) of StadCo, including without limitation any private security company or any directors, officers, employees, agents, or assigns of such private security company. Such indemnification shall include any judgments, settlements or awards, as well as any out-of-pocket costs and reasonable attorneys' fees incurred in the defense of such claims, as well as those incurred in the enforcement of StadCo's indemnification obligations under this Agreement, except to the extent caused by the negligent or willful misconduct of the County. This Agreement is not intended to hold StadCo liable for any act, misconduct, omission, loss or damage for which there is no legal liability to any third party.

10. **Independent Contractor.** The Parties acknowledge and agree that the County is not the employee, agent, joint venturer, partner, associate, or servant of StadCo and StadCo is not

the employee, agent, joint venturer, partner, associate, or servant of the County. StadCo is not responsible for the County's workers' compensation benefits, insurance (except to the extent set forth in Section 7(b) of this Agreement), tax withholding, licenses, or permits related to the Supplemental Security Services performed under this Agreement. No provision of this Agreement shall be construed in such a way as to construe the County and StadCo as joint venturers or partners, or to make the County the agent of StadCo or StadCo the agent of the County, or to make StadCo liable for the debts of the County or the County liable for the debts of StadCo. No officer, employee, agent, or servant of either Party shall be deemed at any time to be an employee, servant or agent of the other Party for any purpose whatsoever. Each Party shall require all of its officers, employees, agents and servants to refrain from making any representations by word or act whereby any other person might understand or believe that such persons are employees, servants, or agents of the other Party.

11. **Unsatisfactory Employees:** If at any time any Police Officer or the Law Enforcement Coordinator fails to enforce the Rules and Regulations, Security Plan, Fan Code of Conduct and/or StadCo believes that the performance of any Police Officer or the Law Enforcement Coordinator is not satisfactory for any reason, StadCo shall notify the County in writing of the reasons for its dissatisfaction with such individual(s). StadCo may request that the County notify and warn, re-train or cease employing said person(s) at the Stadium Complex or reassign such person(s) to the Sheriff's Traffic Detail. The County shall promptly consider each such request and shall notify StadCo as soon as reasonably practicable of the County's decision regarding each such request.

12. **Prohibition Against Assignment or Delegation.** The Parties agree that this Agreement will bind and benefit the Parties and their respective representatives, successors and permitted assigns. However, given the unique nature of the Supplemental Security Services, this Agreement may not be assigned or otherwise transferred by the County and may not be assigned or otherwise transferred by StadCo except to a Permitted Assignee who assumes in a writing acceptable to the County all of StadCo's obligations under this Agreement.

13. **Notices.** Any notice to be given under this Agreement by any Party to the other must be in writing and (i) delivered personally (such delivered notice to be effective on the date it is delivered); (ii) mailed by certified mail, postage prepaid (such mailed notice to be effective four (4) days after the date it is mailed); (iii) sent by recognized overnight courier (such couriered notice to be effective one (1) day after the date it is delivered to such courier); or (iv) sent by facsimile transmission, with a confirmation sent by way of one of the above methods, addressed to the Party for whom it is intended at its address set forth in the Stadium Lease.

14. **Breach and Enforcement.**

- a. For purposes of this Section 14, the following terms have the following definitions:
  - i. **"2026 Per-Game Floor"**: A minimum of 100 Police Officers for each Home Game at the Stadium Complex in the NFL Season commencing in the Fall of 2026.

- ii. “Season Average”: A minimum average of 115 Police Officers per Home Game for all Home Games at the Stadium Complex in any NFL Season during the Agreement Term.
  - iii. “Standard Per-Game Floor”: A minimum of 100 Police Officers for each Home Game at the Stadium Complex in the NFL Season commencing in the Fall of 2026 and in each NFL Season thereafter during the Agreement Term.
- b. Except in a Force Majeure event resulting in suspension of performance under the Stadium Lease:
- i. if the County provides fewer Police Officers than the 2026 Per-Game Floor for any Home Game at the Stadium Complex in the NFL Season commencing in the Fall of 2026, then StadCo will be entitled to a payment or a credit from the County equal to the difference between 115 and the number of Police Officers actually provided by the County for such Game multiplied by the average amount paid per person to Police Officers at the immediately preceding Home Game at the Stadium Complex;
  - ii. if the County provides fewer Police Officers than the Standard Per-Game Floor for any Home Game at the Stadium Complex in the NFL Season commencing in the Fall of 2027 or thereafter during the Agreement Term, then StadCo will be entitled to a payment or a credit from the County equal to the difference between 115 and the number of Police Officers actually provided by the County for such Game multiplied by the average amount paid per person to Police Officers at the immediately preceding Home Game at the Stadium Complex; and
  - iii. if the County fails to achieve the Season Average for any NFL Season during the Agreement Term, then StadCo will be entitled to a payment or a credit from the County equal to the difference between 115 and the actual average number of Police Officers actually provided by the County per Home Game at the Stadium Complex during such NFL Season, but excluding from such actual average any Home Game for which the County is prevented from providing 115 Police Officers due to Force Majeure, multiplied by the average amount paid per person to Police Officers at Home Games at the Stadium Complex during such NFL Season. The foregoing credit will be applied to sums due to the County from StadCo in the following year of the Agreement Term. For example, if the actual average number of Police Officers provided per Home Game at the Stadium Complex in a given NFL Season is 105, then StadCo will be entitled to a credit equal to the cost of 10 Police Officers against any sums due to the County in the following year

of this Agreement, which credit will be pro-rated across all Home Games at the Stadium Complex during such upcoming NFL Season. If such shortfall occurs in the last year of the Agreement Term, StadCo will be entitled to a refund from the County to the extent that the amount of any credit owed by the County to StadCo under this paragraph exceeds amounts then owed by StadCo to the County under this Agreement.

- c. The County shall use commercially reasonable efforts to achieve full staffing levels as provided for in this Agreement. The County's failure to achieve such full staffing level or to achieve the levels set forth in this Section 14 will not be deemed to be a violation of the Stadium Lease and will not subject the County to any obligation to pay penalties to StadCo or permit StadCo to exercise any other remedies, at law or in equity, except as set forth in Section 14(b), except that StadCo may sue the County to collect any amounts owed to StadCo under Section 14(b) that are not paid when due. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute a waiver of any other subsequent breach.

15. **Termination**. StadCo may terminate this Agreement upon thirty (30) days' prior, written notice to the County if StadCo has taken steps to provide the equivalent of the Supplemental Security Services at all Stadium Events. Such termination notice shall describe to the County such steps taken by StadCo. If not sooner terminated in accordance herewith, this Agreement will expire on the Stadium Lease Expiration Date, as such term is defined in the Stadium Lease. No termination of this Agreement will affect any payment or other obligation arising under this Agreement prior to such termination.

16. **Integrated Agreement**. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and replaces any and all previous Agreements or understandings, whether written or oral, relating thereto. This Agreement may be changed, modified, or amended only in a writing signed by StadCo and the County and specifically referring to this Agreement.

17. **Further Acts**. Each Party shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

18. **Applicable Law, Interpretation and Severability**.

- a. Each Party's performance under this Agreement shall comply with all applicable federal, state and local laws ("**Applicable Law**"). This Agreement shall be enforced and interpreted under the laws of the State of New York. Should any part, term or provision of this Agreement be held void, illegal, unenforceable or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of

the remaining parts or provisions of this Agreement will not be affected thereby.

- b. Section headings contained in this Agreement are solely for the purpose of aiding in the speedy location of subject matter and are not in any sense to be given weight in the construction of this Agreement. Accordingly, in case of any question with respect to the construction of this Agreement, it is to be construed as if such Section headings had been omitted.
- c. This Agreement has been negotiated at arm's length between the Parties, both of which are sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require any ambiguities in this Agreement to be interpreted against the Party that drafted it, is not applicable and is hereby waived. The provisions of this Agreement shall be interpreted in a reasonable manner to give effect to the purpose and intent of the Parties.
- d. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties, and their successors and permitted assigns and no provisions of this Agreement will be deemed to confer upon any other Person any remedy, claim, liability, reimbursement, cause of action or other right.
- e. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same Agreement. Either Party may execute this Agreement electronically and the other Party will be entitled to rely on such electronic signature as evidence that this Agreement has been duly executed by such Party. Any Party executing this Agreement electronically shall immediately forward to the other Party an original signature page by overnight mail.

*[Signature Page Follows]*

**IN WITNESS THEREOF**, the Parties have executed this Agreement as of the date first written above

**THE COUNTY OF ERIE,**  
a New York municipal corporation

By: \_\_\_\_\_  
Name: Mark C. Poloncarz  
Title: County Executive

Approved as to Form:

\_\_\_\_\_  
Jeremy Toth,  
County Attorney

Approved as to Content:

\_\_\_\_\_  
Lisa Chimera,  
Deputy County Executive

**BILLS STADIUM AND EVENTS COMPANY,  
LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Terrence M. Pegula  
Title: Authorized Signatory

STATE OF NEW YORK                    )  
  : SS.  
COUNTY OF \_\_\_\_\_            )

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2023, before me, the undersigned, a notary public in and for said state, personally appeared Mark C. Poloncarz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK                    )  
  : SS.  
COUNTY OF \_\_\_\_\_                )

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2023, before me, the undersigned, a notary public in and for said state, personally appeared Terrence M. Pegula, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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Notary Public

**EXHIBIT A**  
**THE LAND**

**SCHEDULE A**

**[TO COME]**

**SCHEDULE B**

**[TO COME]**

**SCHEDULE C**

**[TO COME]**

**SCHEDULE C-1**